

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bonnie Stafiej, Special Projects Director

**PREPARED BY:** Bonnie Stafiej, Special Projects Director

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** BID - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ACCEPTING A BID AND CONTRACT FROM BRAUGHTON CONSTRUCTION, INCORPORATED FOR ADDING A PREFABRICATED METAL BUILDING AT THE BERGERON RODEO GROUNDS AND APPROPRIATING OPEN SPACE BOND FUNDS. (not budgeted - \$275,730)

**REPORT IN BRIEF:** The Town accepted sealed bids from general contractors for the purchase and installation of one (1) new pre-fabricated metal building to be installed on a new foundation. The Building System for this project shall be a clear span metal building system. The Building System shall include but not be limited to: structural steel system primary and secondary, metal roof system, trim and accessories as required. The new pre-fabricated metal building will protect both live stock, competitors and prevent equipment material from rusting.

Over sixty (60) companies were invited to bid. In addition, the bid information was posted on the Towns' web page. Twenty-five (25) companies responded and attended a mandatory pre-bid meeting. Six (6) companies' submitted bids. The company submitting the lowest qualifying bid for this portion of the bid was Braughton Construction Inc.

**PREVIOUS ACTIONS:** This is a new structure that is being added behind the original arena structure. Its purpose is to protect live stock, competitors and prevent equipment material from rusting.

**CONCURRENCES:** Town Attorney was sent contract to review. Control number 0808081206.

**FISCAL IMPACT:** not applicable

Has request been budgeted? No

If no, amount needed: \$275,730.00

What account will funds be appropriated from: District 2, Open Space  
Bond Account  
030-3006-572-6502.

Additional Comments: The Open Space Committee met on December 9, 2008, and a motion was made by Ms. Pellicane and seconded by Ms. Carey, to protect and promote Davie's agricultural heritage and the historical significance of the Bergeron Rodeo Grounds in an agricultural lifestyle, and supported the use of Open Space Bond money on a one time basis, to provide an open sided roof on the north side of the arena for the protection of rodeo contestants and involved livestock. (Approved vote was 4-3).

**RECOMMENDATION(S):** Motion to Approve Resolution

**Attachment(s):**

- 1) Resolution
- 2) Contract Agreement "A"
- 3) Bid Opening Report "B"
- 4) W-9 Braught Construction Inc. "C"
- 5) Vendor/ Bidder Disclosure "D"
- 6) Florida Department of State Division of Corporations Details "E"
- 7) Recommendation Memorandum from Open Space Committee "F"
- 8) Department Memorandum Bid Recommendation B-08-95 "G"

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ACCEPTING  
A BID AND CONTRACT FROM BRAUGHTON CONSTRUCTION,  
INCORPORATED FOR ADDING A PREFABRICATED METAL  
BUILDING AT THE BERGERON RODEO GROUNDS AND  
APPROPRIATING OPEN SPACE BOND FUNDS

WHEREAS, the Special Projects Department recommended to the Bid Specification Committee of the Town of Davie, Florida to award a bid to add a prefabricated metal building at the Bergeron Rodeo Grounds to the lowest qualifying bidder; and

WHEREAS, it is in the best interest of the Town of Davie to accept the bid and the contract submitted by Braughton Construction, Incorporated to add a prefabricated metal building at the Bergeron Rodeo Grounds; and

WHEREAS, The Open Space Committee met on December 9, 2008, and a motion was made by Ms. Pellicane and seconded by Ms. Carey, to protect and promote Davie's agricultural heritage and the historical significance of the Bergeron Rodeo Grounds in an agricultural lifestyle, and supported the use of Open Space Bond money on a one time basis, to provide an open sided roof on the north side of the arena for the protection of rodeo contestants and involved livestock. (Approved 4-3); and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN DAVIE FLORIDA:

SECTION 1. The Town Council hereby approves the bid ranking report and accepts the bid and contract submitted by Braughton Construction Incorporated in the

amount of \$275,730.00, to replace the prefabricated metal roof at the Bergeron Rodeo Grounds.

SECTION 2. The Town Council hereby authorizes the expenditure of \$275,730.00 from District 2, Open Space Bond account 030-3006-572-6502



SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_

MAYOR/COUNCILMEMBER

\_\_\_\_\_

TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

## Attachment "A"

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### **Bergeron Arena Roof Project B-08-95** **AGREEMENT**

THIS AGREEMENT, made and entered into on the 10<sup>th</sup> day of December, 2008, by and between the Town of Davie, Florida, hereinafter called the Owner, and **Broughton Construction, Incorporated**, hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the **Bergeron Arena Project, Additive Alternate No. 1 Bid B-08-95** for the Town of Davie, Florida, all in full and complete accordance with the following specifications and contract documents, which are attached hereto and made a part thereof, as if fully contained herein;

Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified on the Notice to Proceed order or upon the date specified on the Purchase Order issued from the Owner and shall start all work within Ten (10) calendar days from said date.

- A. **Broughton Construction Incorporated** bid a dollar amount for adding the following at the Bergeron Rodeo Arena:

- The Purchase and installation of one (1) new pre-fabricated metal building to be installed on a new foundation, as specified herein. All drawings shall be provided and approved by the Town before manufacturing begins. The pre-fabricated building must comply with all State, Federal and Local laws and ordinances.
- Broughton Construction, Incorporated will deliver and install the building at the following location:

**Bergeron Rodeo Grounds**  
**4271 Davie Road**  
**Davie Florida, 33314**

Initials



**Bergeron Arena Roof Project B-08-95**  
**AGREEMENT**

- Braughton Construction, Incorporated shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Electrical provided by others.
- The Pre-fabricated metal building for this project shall be as follows;
- The size of the Single Slope, Clearspan building shall 180 feet long by 60 feet wide with a 25 foot High-side eave height. The building shall be approximately 10,800 square feet with sidewall bay spacing at 5 @ 24', and 3 @ 20'.
- The building shall be designed and constructed to meet the 140 MPH wind load and shall meet the Florida Building Code Requirements, And HVHZ (High velocity Hurricane Zone) product approvals. Importance Factor 1.0, Exposure B.
- The building shall be installed according to design drawing. Bidder must submit plans for the footers after notice of award of bid is made.
- The building will have NO Wall panels, and be engineered as a "Partially Enclosed" Structure, to allow for possible future wall system.
- The roof system shall be a 24-gauge galvalume steel panel fastened with premium ZAC steel screws over "GALVANIZED Purlins". The roof system shall include gutters and downspouts, painted in a Signature 200, siliconized polyester.
- Primary Framing to be Red-Oxide primed. All Secondary to be "GALVANIZED" (Purlins, eave struts, & Rake Angles)
- The building roof shall have a roof pitch of 1.5 in 12.
- Endwalls shall be ½ load Rigid framing, clearspan.
- No Cable bracing should be used. Only Wind Bents / Wind Columns
- Demo & Remove existing Panels, Trim and Secondary Structural members from Primary Framing, existing rafters, columns and stub beams to remain.

Initials



**Bergeron Arena Roof Project B-08-95**  
**AGREEMENT**

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- New Purlins, Girts, paneling, and Trim to be installed, matching identical of existing structure.
  - The size of the existing building is 240' wide by 300' long, Gabled building, with a 35' Eave Height, with all walls open to 25' AFF.
  - Wall Panels to be 24 gauge PBR panel, with Signature 200, siliconized polyester paint system. Panels to meet HVHZ spec of Florida Building Code.
  - Roof Panels to be 24 gauge PBR panel, Galvalume finish. Panels to meet HVHZ spec of Florida Building Code. Gutters & Downspouts to be included, painted with Signature 200, siliconized polyester paint system.
  - Secondary member gauges, lengths and quantity, and all necessary components, will need to be FIELD verified by Metal Building supply company or qualified representative of general contractor. Secondary hole punching should be accurate, to match current rigid frame hole spacing, to avoid field drilling & burning.
  - Existing Ridge vents will NOT be replaced. 24 gauge PBR, Galvalume, DIE-Formed Ridge Cap to be used in place.
  - Existing Wall Fans will not be replaced.
  - Transition trim must be supplied to seal between the existing endwall panels and the new metal building structure.
- B. **Time Schedules:** Braughton Construction, Incorporated agrees to complete the Bergeron Arena Additive Alternate No1 Bid B-08-95 within the following time schedule:

**Delivery:** The number of calendar dates required to deliver materials to complete project after receipt of purchase order is **one hundred twenty (120) days.**

Prepare engineering drawing for structure and roof Two (2) weeks

Fabricate and deliver material after Town approval Ten (10) weeks

Erect Roof Structure, Walls Insulation and Downspouts Twelve (12) weeks

**Total Project Completion** **Twenty-four (24) weeks**

Initials



**AGREEMENT**

3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, the amount of **Two Hundred Seventy-Five Thousand Seven-Hundred and Thirty Dollars (\$275,730.00)** based on the estimate quantities and unit or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Architect's approved application for payment is presented to he/she, pay the contractor the amount approved by the Architect.
5. Partial payment shall be made on the basis or work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of **One Hundred Dollars (\$100.00) per day in liquidation damage cost (\$100.00)** per calendar day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.
8. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such Bond to be unsatisfactory or if, for any reason, such Bond ceases to be adequate to cover the performance of the work, the Contractor shall replace the Surety at its expense, within five (5) days after the receipt of notice from such form and amount and with such Surety or Sureties as shall be satisfactory from

Initials





**Bergeron Arena Roof Project B-08-95**  
**AGREEMENT**

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the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

9. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
10. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after Certificate of Substantial Completion and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Architect. The venue for any legal action shall be in Broward County, Florida.
11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
12. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Architect. Each requisition shall be submitted in quintuplet (5) to the Architect for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified and accepted.

Initials


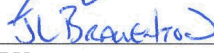


**Bergeron Arena Roof Project B-08-95**  
**AGREEMENT**

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13. The Contractor shall perform all work required by the Contract Documents for the **Bergeron Arena Additive Alternate No 1 Project, Bid No. B-08-95.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

  
\_\_\_\_\_  
CONTRACTOR  
  
\_\_\_\_\_  
BY

  
\_\_\_\_\_  
TITLE

WITNESS:

  
\_\_\_\_\_

DATE: 12/10/09

OWNER

Town of Davie, Florida  
Municipal Corporation

ATTEST:

\_\_\_\_\_  
RUSSELL MUNIZ  
TOWN CLERK

\_\_\_\_\_  
TOM TRUEX  
MAYOR

\_\_\_\_\_  
GARY SHIMUN  
TOWN ADMINISTRATOR

\_\_\_\_\_  
APPROVED AS TO FORM AND  
CORRECTNESS:

DATE: \_\_\_\_\_

\_\_\_\_\_  
TOWN ATTORNEY, TOWN OF DAVIE

COUNCIL APPROVED: \_\_\_\_\_  
Date

CONTRACT AMOUNT: Two Hundred Seventy-Five Thousand Seven-Hundred and Thirty Dollars (\$275,730.00)

# Attachment "B"

## BID OPENING REPORT

BID NAME: Roof Replacement Bergeron

TIME: 2:20 PM

BID NUMBER: B.08-95 Roddo.

DATE: 8-26-08

ESTIMATED COST: \$660,595.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	<u>AA Construction</u>	<u>A. \$ no bid</u> <u>B. \$356,300.00</u>	
2.	<u>Quality Roofing &amp; D.</u>	<u>A. \$349,000.00</u> <u>B. \$349,000.00</u> <u>C. \$929,000.00</u>	1
3.	<u>Advanced Roofing</u>	<u>A. \$198,125.00</u> <u>B. \$589,600.00</u> <u>C. \$1,380,786.00</u>	4
4.	<u>Broughton Construction</u>	<u>A. \$150,471.00</u> <u>B. \$275,730.00</u> <u>C. \$996,201.00</u>	2
5.	<u>Wiss &amp; Wadrich</u>	<u>A. \$1,741,000.00</u> <u>B. \$ no bid</u> <u>C. \$ no bid</u>	
6.	<u>Best Roofing</u>	<u>A. \$841,289.04</u> <u>B. \$288,376.00</u> <u>C. \$1,129,665.04</u>	3
7.			
8.			
9.			
10.			

### REMARKS

A = ROOF ONLY B = BLDG ONLY C = TOTAL FOR BOTH A+B

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL

W. L. M.

8/26/08



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**BRAUGHTON CONSTRUCTION INC.**

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)  
**PO Box 600673**

City, state, and ZIP code  
**JACKSONVILLE, FLORIDA 32260**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | | | | | | | | |  
+ + + + +  
OR  
Employer identification number  
**4112319755**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **12/22/08**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

■ The U.S. grantor or other owner of a grantor trust and not the trust, and

● The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Privacy Act Notice**

Section 8109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## Attachment "D"

### Town of Davie Vendor/Bidder Disclosure

I, Jason Lee Braughton, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Braughton Construction Inc.  
Address: 100 SE 13th  
Jacksonville, Florida 32259  
FEIN: 41-2239755  
State and date of incorporation: Florida 5/10/2007

#### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
<u>Christy A Braughton</u>	<u>700 S. WILAC LANE</u>	<u>50</u> %
<u>Jason L Braughton</u>	<u>700 S. WILAC LANE</u>	<u>50</u> %
		%
		%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

N/A

By [Signature]  
Signature of Affiant  
JL Braughton  
Print Name

Date: 12/22/08

SUBSCRIBED AND SWORN TO or affirmed before me this 22 day of December 2008, by J. L. Braughton, he/she is personally known to me or has presented personally known as identification.

Cyndi K. Hulett-Hunt

Notary Public, State of Florida at Large



Serial Number

My Commission Expires 11.02.10

**Attachment “E”**



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## Detail by Entity Name

### Florida Profit Corporation

BRAUGHTON CONSTRUCTION, INC.

### Filing Information

**Document Number** P07000056900  
**FEI Number** 412239755  
**Date Filed** 05/11/2007  
**State** FL  
**Status** ACTIVE  
**Effective Date** 05/10/2007

### Principal Address

700 S. LILAC LOOP  
JACKSONVILLE FL 32259

### Mailing Address

P.O. BOX 600623  
JACKSONVILLE FL 32260

### Registered Agent Name & Address

BRAUGHTON, CHRISTY  
700 S. LILAC LOOP  
JACKSONVILLE FL FL US

### Officer/Director Detail

#### Name & Address

Title P/D

BRAUGHTON, JASON L  
700 S. LILAC LOOP  
JACKSONVILLE FL 32259

Title S/D

BRAUGHTON, CHRISTY  
700 S. LILAC LOOP  
JACKSONVILLE FL 32259

### Annual Reports



**Report Year Filed Date**  
2008 03/31/2008

**Document Images**

03/31/2008 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
05/11/2007 -- Domestic Profit	<a href="#">View image in PDF format</a>

**Note:** This is not official record. See documents if question or conflict.

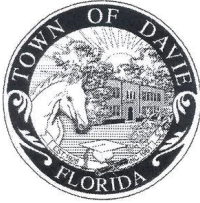
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**No Events** **No Name History**

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**Attachment “F”**



Bonnie Staliej


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
ADMINISTRATION DEPARTMENT

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399  
PHONE: 954.797.1034 • FAX: 954.797.2061 • WWW.DAVIE-FL.GOV

## Memorandum

TO: Mayor and Councilmembers

THROUGH: Gary Shimun, Town Administrator 

FROM: Phillip R. Holste, Program Manager 

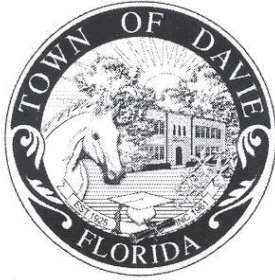
SUBJECT: OSAC Special Meeting: Bergeron Rodeo Arena Improvement

DATE: December 10, 2008

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Per the Town Council's request, the Open Space Advisory Committee (OSAC) held a special meeting on Tuesday, December 9 to discuss the expenditure of Open Space Bonds for the Bergeron Rodeo Arena metal building. The board made two motions at this meeting. The first motion was that the committee did not support the use of Open Space Bond funds for the improvement. This motion failed 3-4. A second motion was taken as follows, "To protect and promote Davie's agricultural heritage and the historical significance of the Bergeron Rodeo Grounds in an agricultural lifestyle, we support the use of Open Space Bond money on a one time basis, to provide an open sided roof on the north side of the arena for the protection of rodeo contestants and involved livestock." This motion passed 4-3.

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## Attachment "G"

### SPECIAL PROJECTS DEPARTMENT

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399  
PHONE: 954.797.1153 • FAX: 954.797.2078 • WWW.DAVIE-FL.GOV

# Memorandum

TO: Herb Hyman, Procurement Manager  
Cc: Elena Blackinston, Asst. Procurement Manager  
FROM: Bonnie Stafiej, Special Projects Director *Bos*  
SUBJECT: Bergeron Arena Roof and Metal Building  
Bid Recommendation for B-08-95 **UPDATED**  
DATE: September 17, 2008

The Town of Davie, Special Projects Department requested bids from qualified companies for the replacement of the Bergeron Arena Prefabricated Roof and for adding Metal Building at the Bergeron Rodeo Grounds.

Bid proposals were mailed to 66 competitive companies. Five qualified companies submitted bids for the "Base Bid" section entitled Replacing Prefabricated Roof (A). All bidders meet the general criteria set in the proposal.

#### Base Bid

- The lowest bidder for section "Base Bid" (A), replacing the Prefabricated Roof was **Quality Roofing** with a bid of \$599,000.
- The next best bid for section "Base Bid" (A), replacing the Prefabricated Roof was submitted by **Broughton Construction** with a bid of \$750,471.

Based on the general criteria, I will recommend the bid be awarded to **Quality Roofing** with the lowest bid of \$599,000.00

Upon project submittal by Quality Roofing, I will request a review from Engineering and Building Departments of the panel system design, purlin, girt deck, and roofing material all meet standards set by Florida Building Codes.

#### **"Additive Alternate No 1"**

There was also a request for bid section **"Additive Alternate No 1"**; add a metal building. Five qualified companies submitted bids with all bidders meeting the general criteria set in the proposal.

- The lowest bidder submitted for section "Additive Alternate No1" (B) add a Metal Building was **Broughton Construction** with a bid of \$275,730.
- The next best bid for section "Additive Alternate No1" (B) add a Metal Building was submitted by **Quality Roofing** with a bid of \$349,000.

#### **Bidding Both Projects**

To get the best cost as possible, bidders were asked to give a cost for both the **Base Bid** and **Additive Alternate No 1** together.

- The best bid for both projects, Base Bid (A) and "Additive Alternate No1" (B) add a Metal Building was submitted by **Quality Roofing** with a bid of \$929,000.
- The next best bid for both projects, Base Bid (A) and "Additive Alternate No1" (B) add a Metal Building was submitted by **Broughton Construction** with a bid of \$996,000.

The amount of money budgeted in the Arena Capital Improvement Account for both projects is \$660,595.00. At this time, I will recommend proceeding with the **"Base Bid (A)"** project, replacing the Prefabricated Roof at the Bergeron Arena at the cost of \$599,000 submitted by **Quality Roofing** and not proceed at this time with the "Additive Alternate No1".

If you have any questions please feel free to contact me at 954-797-1163.